

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

RIGHT-OF-ENTRY AND LAND USE AGREEMENT

Property Address/Description 5 Acres in Block 9 of City of Port Arthur Economic Development Business Park located at 9555 W. Port Arthur Rd
Name (Owner or Tenant) City of Port Arthur Section 4A Economic Development Corp
City Port Arthur
County JEFFERSON
Date 9-26-08

Right of Entry and Use

- I certify that I am the owner, or an owner's authorized agent, of the property described above (Grantor).
- I grant a **Right of Access and Use** to said property to the Grantees: the Texas Commission of Environmental Quality (TCEQ), and its employees, agents, contractors, and subcontractors; and pursuant to the State-FEMA Agreement TCEQ is also seeking access for the United States Corps of Engineers, Coast Guard, Federal Emergency Management Agency (FEMA), Environmental Protection Agency (EPA) and their employees, agents, contractors, and subcontractors for the purpose of preventing hazardous substances from being released to the environment as part of the continuing effort to recover from Hurricane Ike.
- These agencies are authorized to enter onto the property for the following purposes:
 1. To inspect, identify and remove household, commercial and industrial hazardous waste, orphaned drums, abandoned containers and tanks, environmental media (e.g., soil), and other hurricane generated debris that may potentially contribute to the release of hazardous substances to the environment, except any items specifically listed below;
 2. Staging of containerized hazardous substances within the area;
 3. Staging of equipment needed to support transfer operations;
 4. Activities for demobilization and closure of EPA activities;
 5. and, any other actions necessary (including sampling) for the proper collection and disposal of: (1) hazardous substances; (2) potentially hazardous substances; and (3) debris or environmental media (e.g., soil) contaminated or potentially contaminated with hazardous substances.
 6. Security/fencing will be maintained around the site to limit public access to the site.
 7. Environmental background soil samples will be taken at the site prior to materials being brought to the site to establish baseline conditions of the site. Following demobilization, environmental samples will be taken at the site to determine possible impact of the operations at the site. If impact to the site has occurred,

remediation of the site will be conducted to ensure the site is returned to the baseline conditions.

8. Best Management Practices, including but not limited to berms and liners under container storage areas, will be employed to mitigate any potential release from the property to ensure the safety of nearby neighbors and businesses.
 9. Materials/containers brought to the site will be analyzed and organized in a manner to ensure prompt removal of the material from the site.
- This agreement does not authorize access for other persons for the general removal of hurricane debris, but only the Grantees' activities described above.
 - This access agreement shall remain in effect until such time as hurricane-related activities described above are completed, including any ancillary activities associated with said activity.
 - The property owner understands that this agreement is not an obligation upon any of the grantees to investigate or remediate pre-existing conditions prior to Hurricane Ike.
 - All tools, equipment, buildings, improvements and other property taken upon or placed on the land by the Grantees shall remain the property of the Grantees and may be removed by the Federal Government at any time within a reasonable period after the expiration of this agreement.

Hold Harmless

I agree to hold harmless the grantees named above, and any of their employees, agents, contractors, and subcontractors, for damages of any type whatsoever, either to the above-described property or to persons situated thereon during the authorized activities described above. I release, discharge, and waive any action, either legal or equitable, that might arise by reason of any action of the Grantees, while removing storm-generated debris from the property. Upon request, I will mark any sewer lines, septic tanks, water lines, and utilities located on the described property.

Duplication of Benefits / Proof of Loss

I understand that Federal law (42 United States Code 5155 et seq.) prohibits me from receiving duplicate benefits from both a government agency and from my insurance or another source. I understand that all disaster related funding, including that for debris removal from private property, is subject to audit.

Please do not remove the following items [to be completed by property owner]:

For the consideration and purposes set forth herein, I hereby acknowledge this agreement by my dated signature below.

Signed this 26th day of September 2008.


(All property owners must sign)

(Witness)

Print Name: Keith Daws Sr

Print Name: Krystle Villarreal

Signature: 
President

Signature: 

Print Name: _____

Signature: _____

Name of Insurance Company: _____

Policy Number: _____

